

September 23, 2016

# INVITATION FOR BID NO. 2017-009 PURCHASE OF SEMI-FLUSH IN-PAVEMENT RUNWAY LIGHT FIXTURES

#### INTRODUCTION

The Connecticut Airport Authority (CAA) is seeking bids for the purchase of in-pavement light fixtures as identified in the specifications section of this document. This is a multi-specification bid, quantities to be purchased of each type is at the discretion of the CAA. Fixtures must be new and of the current production year.

CAA reserves the right to waive any irregularities and to reject any and all bids on any basis without disclosing the reason. CAA will be the sole judge in determining as equivalent products.

Sealed bids will be received at: Connecticut Airport Authority, Attention: Laurie A. Sirois, Manager of Grants, Contracts and Procurement, 334 Ella Grasso Turnpike; Suite 160, Windsor Locks, CT 06096.

Due date for bids is no later than 1:00 p.m., October 4, 2016, CAA will not accept late bids under any circumstances. All costs incurred in connection with responding to this Invitation for Bids (IFB) shall be borne by the bidder.

The successful bidder must hold the bid price for 120 business days from bid opening date, and may not withdraw their bid for at least 60 days after the time and date set for the receipt of bids.

Delivery is required complete, within 80 working days of contract award. The fixtures will be delivered complete, as specified, in ready to install condition together with instruction manuals and complete parts list to Bradley Maintenance Facility Building 85-168 Light Lane Windsor Locks CT 06096. All prices quoted are to be FOB delivery location. CAA is tax exempt and a certificate will be supplied as required.

In submitting a response to this Invitation for Bids, vendors hereby agree to enter into a Contract Agreement with the CAA if awarded the contract.

Kevin A. Dillon, A.A.E.

**Executive Director** 

Laurie A. Sirois

Manager of Grants, Contracts and

Procurement

#### **COMMUNICATIONS:**

During the period from advertisement of this Invitation for Bid (IFB) and until a contract is awarded, vendors shall not contact any employee of the Connecticut Airport Authority concerning this procurement except in writing directed to the Manager of Grants, Contracts and Procurement, via e-mail: <a href="mailto:procurement@ctairports.org">procurement@ctairports.org</a>. The deadline to submit questions will be 2:00 p.m., September 27, 2016.

#### **SPECIFICATIONS:**

As part of the bid, include a description and part number of the fixture being offered. Some latitude in meeting the precise specifications will be allowed when demonstrated that as equivalent features or specifications are being offered. However, CAA will be the sole judge in determining the acceptance of as equivalent features or specifications.

# L-850A RUNWAY CENTERLINE INSET LIGHT FIXTURE CLEAR/CLEAR

QUANITY APPROX:

150 FIXTURES

SIZE:

12" Round W/11.25" Bolt Pattern Must Fit into Jaquith Flange Ring #

Af540208y

CERTIFCATION:

FAA L-850A AC 150/5345-46

**ETL Certified** 

STYLE:

FAA Style 3

MATERIAL:

High Strength Aluminum

LAMP:

(2) 48 Watt 6.6 Amp Halogen Lamps (No Led)

PRISM/LENS:

To Be Easily Replaced with Gasket and Interchangable with

Touchdown Zone Lights In Specifications #3 And #4.

PLUGS:

2 Plugs, One for Each Lamp to Connect to 2 Separate Circuits

## L-850A RUNWAY CENTERLINE INSET LIGHT FIXTURE CLEAR/RED

**QUANITY APPROX:** 

120 Fixtures

SIZE:

12" Round W/11.25 Bolt Pattern Must Fit into Jaquith Flange Ring #

Af540208v

**CERTIFCATION:** 

FAA L-850A AC 150/5345-46

**ETL Certified** 

STYLE:

FAA Style 3

MATERIAL:

High Strength Aluminum

LAMP:

(2) 48 Watt 6.6 Amp Halogen Lamps (No LED)

PRISM/LENS:

To Be Easily Replaced with Gasket and Interchangable with

Touchdown Zone Lights in Specifications #3 And #4.

PLUGS:

2 Plugs, One for Each Lamp to Connect to 2 Separate Circuits

# L-850B RUNWAY TOUCHDOWN ZONE INSET LIGHT TOE FIXTURE LEFT

QUANTITY APPROX:

200 Fixtures

SIZE:

12" Round W/11.25 Bolt Pattern Must Fit into Jaquith Flange Ring #

Af540208y

**CERTIFCATION:** 

FAA L-850B AC 150/5345-46

ETL Certified

STYLE:

FAA Style 3

MATERIAL:

High Strength Aluminum

LAMP:

(1) 48 Watt 6.6 AMP Halogen Lamp (No LED)

PRISM/LENS:

To Be Easily Replaced with Gasket and Interchangable with

Centerline Lights in Specification #1 and #2.

PLUGS:

1 Plug, One Lamp

# L-850B RUNWAY TOUCHDOWN ZONE INSET LIGHT FIXTURE TOE RIGHT

QAUANTITY APPROX: 200 Fixtures

SIZE:

12" Round W/ 11.25 Bolt Pattern Must Fit into Jaquith Flange Ring #

Af540208y

**CERTIFCATION:** 

FAA L-850B AC 150/5345-46

ETL Certified

STYLE:

FAA Style 3

MATERIAL:

High Strength Aluminum

LAMP:

(1) 48 Watt 6.6 Amp Halogen Lamp (No LED)

PRISM/LENS:

To Be Easily Replaced with Gasket and Interchangable with

Centerline Lights in Specification #1 And #2.

PLUGS:

1 Plug, One Lamp

#### SPECIAL REQUIREMENT

One (1) L850-A and one (1) L850-B fixture must be supplied with the bid for evaluation, the fixtures will be returned if pre-paid shipping labels are provided with the bid. Bids that do not include these fixtures will be deemed nonresponsive.

#### REPLACEMENT PARTS AND LAMPS:

<u>LAMPS</u>
Lamps and replacement parts shall be available for a minimum 5

years from date of delivery.

MANUALS: Manuals and parts list to be furnished with fixtures.

<u>WARRANTY:</u> One year minimum, define duration offered.

<u>DELIVERY:</u> Deliver to Bradley Maintenance Facility Building 85-168 Light Lane

Windsor Locks CT 06096.

Deliver fully assembled in working condition. Upon delivery the units will be inspected by an authorized CAA representative for compliance and condition. Any discrepancies with these specifications shall be promptly corrected by the Bidder at no additional cost to the CAA.

- END OF SPECIFICATIONS -

# IFB No. 2017-009 PURCHASE OF SEMI-FLUSH IN-PAVEMENT RUNWAY LIGHTS RESPONSE FORM

Responses are **due no later than 1:00 p.m., October 4, 2016,** Attention: Connecticut Airport Authority, Attention: Laurie A. Sirois, Manager of Grants, Contracts and Procurement, 334 Ella Grasso Turnpike; Suite 160; Windsor Locks, CT 06096. Vendors may copy/scan these pages to facilitate completing the information, but must return response in this format/order.

The undersigned, on behalf of the bidder, certifies that: This offer is made without previous understanding, agreement or connection with any person, firm, or corporation entering a bid on the same project; is in all respects fair and without collusion or fraud. The person whose signature appears below is legally empowered to bind the company in whose name the bid is entered. They have read the entire document and understand all provisions. If accepted by CAA this bid is guaranteed as written, and as may be amended by addenda, and will be implemented as stated.

Firm Name							
Contact							
		Title					
		eZip					
		Hours					
Taxpayer I.D. Number							
		E-Mail					
General Nature Of Business							
Type or Organization (check one): Sole Proprietorship Partnership Incorporated Public Corporation Private Corporation							
Minority Business Enterprise Woman-Owned Business Enterprise Small Business Enterprise							
Manufacturer Distributo	r Retail Dealer	Service					
Number Of Locations	Number Of Persons Er	nployed					
We Acknowledge Receipt Of These Addenda: No, Dated; No, Dated							
Has any person, firm, or co	rporation entering a proposa	on the project been disbarred or					

suspended by the State of Connecticut. If so indicate dates and explanation for such.

ALL vendors interested in responding MUST provide the following requested information in this format. Additional information may be included on accompanying sheets if necessary.

· <del></del>				
	vide references from at least (3) companies, which have received the propimilar services.			
a.	Name of Facility, Group, Organization or Firm			
	Address	S	Contact Person	
	Phone N	Number		
b.	Name of Facility, Group, Organization or Firm			
	Address	3	Contact Person	
		Number		
C.			nization or Firm	
	* 1.1			
	Address	1	Contact Person	
T ind	Phone N	Number		
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NE	OOR NAME:	
	Pricing Information (please print clearly)	
	L-850A RUNWAY CENTERLINE INSET LIGHT CLEAR/CLEAR \$	(Amount in Numbers
	(Amount in Words)	
	L-850A RUNWAY CENTERLINE INSET LIGHT CLEAR/RED \$_	(Amount in Numbers
	(Amount in Words)	
	L-850B RUNWAY TOUCHDOWN ZONE INSET LIGHT TOE LEFT \$	(Amount in Numbers)
	(Amount in Words)	
	L-850B RUNWAY TOUCHDOWN ZONE INSET LIGHT TOE RIGHT \$_	(Amount in Numbers
	(Amount in Words)	

#### "NO BID" RESPONSE FORM"

To submit a "No Bid" response for this project, this form must be completed for your company to remain on our bidders list for commodities/services referenced. If you do not respond your name may be removed from this bidders list.

Note: Please show the solicitation number on the outside of the envelope.

Please check statement(s) applicable to your "No Bid" response -

- o Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- Specifications are ambiguous (explain below).
- o We are unable to meet specifications.
- o Insufficient time to respond to the solicitation.
- o Our schedule would not permit us to perform.
- o We are unable to meet bond requirements.
- o We are unable to meet insurance requirements.
- o We do not offer this product or service.
- o Remove us from your vendor list for this commodity/service.
- o Other (specify below).

Comments:	
Company Name (as registered with the IRS)	
Authorized Signature	
Correspondence Address	Printed Name
City, State, Zip	Title
Date	/ Telephone/Fax
Date	1 diophonor ax

In submitting a response to this Invitation for Bids, vendors hereby understand the following:

- 1. Alternate bids (two or more bids submitted) will be considered for award. CAA reserves the right to make the final determination of actual equivalency or suitability of such bids with respect to requirements outlined herein.
- 2. The bids submitted, and any further information acquired through interviews, will become, and are to be considered, a part of the final completed contract. If there is any variance or conflict, the bid specifications, conditions, and requirements shall control.
- 3. Prices offered may not be withdrawn for a period of sixty days immediately following the opening of this Bid. Prices MUST also be free of federal, state and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the bid.
- 4. Bidder MUST return the original attached Response Form as noted previously on the bid due date.
- 5. Envelopes containing responses must be sealed and marked on the lower left-hand corner with the firm name and address bid number, date, and time.
- 6. CAA interprets the term "lowest responsible bidder" as requiring CAA to: (a) choose between the kinds of materials, goods, wares, or services subject to the bid, and (b) determine which bid is most suitable for its intended use or purpose. CAA can consider, among other factors, such things as labor cost, service and parts availability, availability of materials and supplies, and maintenance costs of items upon which bids are received. CAA can determine any differences or variations in the quality or character of the material, goods, wares, or services performed or provided by the respective bidders.
- 7. All requested information must be supplied. If you cannot respond to any part of this request, state the reason you cannot respond. You may provide supplemental information, if necessary, to assist CAA in analyzing your bid.
- 8. A purchase order and/or contractual agreement constitutes CAA's offer to the service provider upon the terms and conditions stated herein, and shall become binding if meeting the terms set forth herein when it is accepted by acknowledgment or performance.
- After award, if the successful bidder/supplier refuses or fails to make deliveries of the materials and or services within the times specified in the Invitation for Bids, purchase order, or contractual agreement, CAA may, by written notice, terminate the contract or purchase order.
- 10. The supplier shall hold and save CAA and its officers, agents, servants/employees harmless from liability of any patented or unpatented invention, process, article, or appliance manufactured, or used in the performance of the contract, including its use by CAA.
- 11. Payment of the seller's invoices is subject to adjustment. CAA shall retain the right to reject any and/or all bids received, and responses to this and/or related documents, if determined to be non-responsive in any form, or if determined to be in the best interest of CAA.

- 12. The firm responding to this bid proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
- 13. If a response to this Invitation for Bids is accepted, the Bidder agrees to execute and deliver to CAA a contract in accordance with the Contract Documents (if applicable) within ten days of notice of the award to the Bidder. The Bidder agrees that the surety/deposit given concurrently herewith shall become the property of CAA in the event the Bidder fails to execute and deliver such contract within the specified time. In the further event of such failure, the Bidder shall be liable for CAA's actual damages that exceed the amount of the surety.
- 14. It shall be understood that time is of the essence in the bidder performance. The bidder agrees that CAA's damages would be difficult or impossible to predict in the event of a default in the performance hereof; and it is therefore agreed that if the bidder defaults in the performance of the Contract Documents, the bidder shall be liable for payment of the sums stipulated in the Contract Documents as liquidated damages, and not as a penalty.
- 15. The bidder hereby certifies that he/she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Invitation for Bids, that he/she has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this bid is based upon the terms, specifications, requirements, and conditions of the Invitation for Bids and documents. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
- 16. All products/services and related equipment proposed and/or affected by acquisitions or purchases made as a result of the response to this document shall be compliant with existing CAA hardware, software, and applications where applicable. Verification must be provided in the response to this document.
- 17. The Bidder certifies that this proposal is submitted without collusion, fraud or misrepresentation as to other Bidders, so that all bids for the project will result from free, open and competitive bidding among all vendors.
- 18. It shall be understood that any bid and any/all referencing information submitted in response to this Invitation for Bids shall become the property of CAA, and will not be returned. CAA will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee that information will not be made public. As a governmental entity, CAA is subject to making records available for disclosure after contract award.
- 19. CAA will not be responsible for any expenses incurred by any vendor in the development of a response to this Invitation for Bids. Further, CAA shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if CAA has formally accepted a recommendation.
- 20. Bids must be received prior to the time and dates listed to be considered responsive.

CAA will not "accept" late responses and will return them to the sender. Further, CAA will NOT: (1) guarantee security of the document received; and (2) be held responsible for bids which are NOT legible (and may choose to reject such responses).

21. By submission of a response, the Bidder agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Bidder's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department or bureau, or committee sanctioned by and/or governed by CAA. Bidders shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that CAA, at the discretion of the Executive Director in consultation with CAA Counselor, may reject their bid.

# 22. Covenants Against Kickbacks

- a. For purposes of this subsection "Money" shall mean any cash, fee, commission, credit, and gift, and gratuity, thing of value or compensation of any kind.
- b. For purposes of this subsection a "contract" means a written contract with the CAA or any other political subdivision of the State of Connecticut.
- c. For purposes of this subsection a "Kickback" means any money, which is provided or is offered, as herein provided, for the purpose of obtaining or maintaining a contract or for rewarding favorable treatment in connection with any contract.
- d. Vendor represents, warrants, covenants and agrees that neither Vendor nor its affiliates or any subcontractors (including any of their officers or employees) has provided or attempted to provide, either directly or indirectly, any Kickback to any employee or representative of the CAA. Vendor further warrants, covenants and agrees that neither Vendor nor its affiliates nor any subcontractors (including any of their officers or employees) will, in the future, provide or attempt to provide, either directly or indirectly, any Kickback to any employee of the CAA.

Please note: Failure to abide by the provisions of this section may, without additional notice, result in the immediate termination of any contract awarded.

### 23. Connecticut General Statute § 4a-60:

(a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The Consultant agrees and warrants that in the performance of the contract such Consultant will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Consultant that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the Consultant further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental

disability or physical disability, including, but not limited to blindness, unless it is shown by such Consultant that such disability prevents performance of the work involved; (2) The Consultant agrees, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) The Consultant agrees to provide each labor union or representative of workers with which such Consultant has a collective bargaining agreement or other contract or understanding and each vendor with which such Consultant has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Consultant's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The Consultant agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46-68e and 46a-68f; and (5) The Consultant agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Consultant as they relate to the provisions of this section and section 46a-56."

#### Subsection (c) (2) of Connecticut General Statute § 4a-60:

"Prior to entering into a contract valued at fifty thousand dollars or more for any year of the contract, such Consultant shall provide the state or such political subdivision of the state with any one of the following:"

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the Consultant complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section and is in effect on the date the affidavit is signed."

#### Subsection (h) of Connecticut General Statute § 4a-60:

"The Consultant shall include the provisions of subsections (a) and (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions, shall be binding on a subconsultant, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Consultant shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance, with section 46a-56; provided, if such Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the Commission, the Consultant may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter."

#### 24. Connecticut General Statute § 4a-60a:

"(a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The Consultant agrees and Warrants that in the performance of the contract such Consultant will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) The Consultant agrees to provide each labor union or representative of workers with which such Consultant has a collective bargaining agreement or other contract or understanding and each vendor with which such Consultant has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers representative of the Consultant's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) The Consultant agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) The Consultant agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Consultant which relate to the provisions of this section and section 46a-56."

Nondiscrimination Certification: Consultant represents and warrants that, prior to entering into this Agreement, Consultant has provided CAA with documentation evidencing Consultant's support of the nondiscrimination agreements and warranties of the statutory nondiscrimination sections above. A form of the Nondiscrimination Certification to be signed by the Consultant may be found at www.ct.gov/opm.

- A. The Consultant acknowledges that by doing business with or seeking to do business with the CAA it is subject to certain provisions of the Code of Ethics for Public Officials of the State of Connecticut (the "Code of Ethics") applicable to current or prospective state contractors. The Consultant acknowledges receipt and review of the "Guide to the Code of Ethics for Current or Potential State Contractors" as currently posted on the website of the Office of State Ethics <a href="www.ct.gov/ethics">www.ct.gov/ethics</a> and agrees to comply with all provisions of the Code of Ethics applicable to the Consultant as a current or potential CAA contractor.
- B. If this Agreement is for goods or services and has a value to the CAA of \$50,000 or more in any calendar or fiscal year, the Agreement shall not become effective until the Consultant has completed and furnished the affidavit with respect to consulting agreements required by Section 4-81 of the Connecticut General Statutes which form of affidavit is available on the Web site of the Office of Policy and Management at <a href="https://www.ct.gov/opm.">www.ct.gov/opm.</a>
- C. The following provision shall apply if this Agreement has a value of Five Million Dollars (\$5,000,000) or more.

"If any officer or employee of the Consultant takes or threatens to take any personnel action against any employee of the Consultant in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of Connecticut General Statutes § 4-61dd, the Consultant shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The Consultant shall post a notice in a conspicuous place which is readily available for viewing by employees of the provisions of Connecticut General Statutes § 4-61dd relating to large state contractors."

- D. For all State contracts as defined in Connecticut General Statutes Section 9-612(g) (1) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," a copy of which may be found at and hereby made a part of this Agreement.
- E. In accordance with Public Act No. 13-162, effective October 1, 2013, if this Agreement is a Large State Contract, as defined in Conn. Gen. Stat. § 4-250, this Agreement shall not become effective until the Second Party has completed and furnished to the CAA the certification form entitled "OPM Iran Certification Form 7" which is available on the Web site of the Office of Policy and Management at www.ct.gov/opm.
- F. Campaign Contribution Restrictions: For all state contracts, as defined in Connecticut General Statute § 9-612(g)(1)(C), having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising State Consultants of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 10 which may be found at <a href="https://www.ct.gov/opm">www.ct.gov/opm</a>.
- G. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement

may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms. If Executive Orders 7C is applicable, it is deemed to be incorporated into and are made a part of the Agreement as if it had been fully set forth in it. At the Second Party's request, the CAA shall provide a copy of these orders to the Second Party.

- H. The Second Party hereby acknowledges and agrees to comply with the policies enumerated in the Connecticut Airport Authority Ethical Conduct Policy, dated <a href="December 16">December 16</a>, 2013, a copy of which may be found at <a href="https://www.ct.gov/opm">www.ct.gov/opm</a> and made a part hereof.
- The Second Party shall comply with the provisions contained in Section 1-86e of the Connecticut General Statutes, which provides as follows (for purposes of this section, "state" shall include the CAA):
- (a) No person hired by the state as a consultant or independent contractor shall:
  - (i) Use the authority provided to the person under the contract, or any confidential information acquired in the performance of the contract, to obtain financial gain for the person, an employee of the person or a member of the immediate family of any such person or employee;
  - (ii) Accept another state contract which could impair the independent judgment of the person in the performance of the existing contract;
  - (iii) Accept anything of value based on an understanding that the actions of the person on behalf of the state would be influenced.
- (b) No person shall give anything of value to a person hired by the state as a consultant or independent contractor based on an understanding that the actions of the consultant or independent contractor on behalf of the state would be influenced.